

Attorney Docket No. 010057-058

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Karoly NikolicsApplication No./Patent No.: 10/606,745Filed/Issue Date: June 27, 2003Inventor: IFG-1 TO IMPROVE NEURAL OUTCOMEGenentech, Inc.

(Name of Assignee)

corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest. The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached. [NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

November 1, 2004

Date

Sharon E. Crane, Ph.D.

Typed or printed name

Signature

Attorney of Record

Title

RECORDATION FORM COVER SHEET
PATENTS ONLY

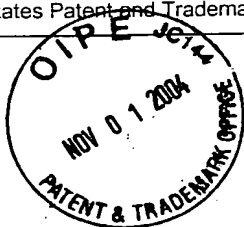
U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Attorney's Docket No. 010057-058

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Karoly Nikolics



2. Name and address of receiving party(ies):

Name: Genentech, Inc.

Internal Address:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Street Address:

1 DNA Way

Execution Date: May 17, 2004

City: So. San Francisco State: CA Zip: 940804990

Additional name(s) & addresses attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

10/606,745

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sharon E. Crane, Ph.D.

Address:

Burns, Doane, Swecker & Mathis, L.L.P.
Customer Number 2 1 8 3 9
P.O. Box 1404
Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed

☒ Authorized to be charged to deposit account

☐ Credit card. Form PTO-2038 is attached.

8. Deposit account number:

02-4800

(Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

R. Danny Huntington, Reg. No. 27,903

Name of Person Signing

R. Danny Huntington
Signature

July 28, 2004

Date

Total number of pages including cover sheet, attachments, and documents:

4

Mail documents to be recorded with required cover sheet information to:
Director of the United States Patent and Trademark Office / Mail Stop Assignment Recordation Services
P.O. Box 1450 / Alexandria, VA 22313-1450

RECORDED
7-28-04

A3

JOINT ASSIGNMENT

THIS ASSIGNMENT, by Karoly Nikolics

residing at [209 Club Drive, San Carlos, California 94070] - no longer valid

624 Lakemead Way, Emerald Hills, California 94062

(hereinafter referred to as "the Assignors"), witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in the application for Letters Patent of the United States, entitled:

IFG-1 To Improve Neural Outcome

- (1) ☐ which is a provisional application
- (a) ☐ bearing Application No. _____, filed on _____;
- (b) ☐ to be filed herewith; or
- (2) ☒ which is a non-provisional application
- (a) ☒ bearing Application No. 10/606,745, filed on June 27, 2003;
- (b) ☐ having an oath or declaration executed on even date herewith prior to filing of application;
- (c) ☐ having an oath or declaration executed on a different date than this Assignment; and

WHEREAS, Genentech, Inc.

a corporation duly organized under and pursuant to the laws of California

and having its principal place of business at 1 DNA Way, South San Francisco, California 94080-4990

(hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

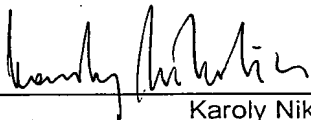
AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of Burns, Doane, Swecker & Mathis, L.L.P. to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Director of the United States Patent and Trademark Office to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

AND the Assignors hereby request the Director of the United States Patent and Trademark Office to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

Date: 5/17/2004 Signature of Assignor 
Karoly Nikolics

Date: _____ Signature of Assignor _____

Date: _____ Signature of Assignor _____

Date: _____ Signature of Assignor _____

Date: _____ Signature of Assignor _____

Date: _____ Signature of Assignor _____

Date: _____ Signature of Assignor _____

Date: _____ Signature of Assignor _____

Date: _____ Signature of Assignor _____

Date: _____ Signature of Assignor _____

Attorney Docket No. 010057-058

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Peter GluckmanApplication No./Patent No.: 10/606,745 Filed/Issue Date: June 27, 2003Entitled: IFG-1 TO IMPROVE NEURAL OUTCOMEAuckland Uniservices Limited, a

(Name of Assignee)

corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest. The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

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☐ Additional documents in the chain of title are listed on a supplemental sheet.

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The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

November 1, 2004

Date

Sharon E. Crane, Ph.D.

Typed or printed name

Sharon E. Crane

Signature

Attorney of Record

Title

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Attorney's Docket No. 010057-058

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Peter Gluckman

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: May 12, 2004

2. Name and address of receiving party(ies):

Name: Auckland Uniservices Limited

Internal Address:

Street Address:

c/- The University of Auckland
Private Bag 92019
Auckland 1, New Zealand

City: Auckland State: NZ Zip: 1

Additional name(s) & addresses attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

10/606,745

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sharon E. Crane, Ph.D.

Address:

Burns, Doane, Swecker & Mathis, L.L.P.
Customer Number 2 1 8 3 9
P.O. Box 1404
Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved:

one

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account
☐ Credit card. Form PTO-2038 is attached.

8. Deposit account number:

02-4800

(Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

R. Danny Huntington, Reg. No. 27,903

Name of Person Signing

R. Danny Huntington

Signature

July 28, 2004

Date

Total number of pages including cover sheet, attachments, and documents:

4

Mail documents to be recorded with required cover sheet information to:
Director of the United States Patent and Trademark Office / Mail Stop Assignment Recordation Services
P.O. Box 1450 / Alexandria, VA 22313-1450

7-28-04

AB

JOINT ASSIGNMENT

THIS ASSIGNMENT, by Peter Gluckman

residing at 78 Lucerne Road, Remuera, Auckland, 5, New Zealand

(hereinafter referred to as "the Assignors"), witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in the application for Letters Patent of the United States, entitled:

IFG-1 To Improve Neural Outcome

- (1) ☐ which is a provisional application
- (a) ☐ bearing Application No. _____, filed on _____;
- (b) ☐ to be filed herewith; or
- (2) ☒ which is a non-provisional application
- (a) ☒ bearing Application No. 10/606,745, filed on June 27, 2003;
- (b) ☐ having an oath or declaration executed on even date herewith prior to filing of application;
- (c) ☐ having an oath or declaration executed on a different date than this Assignment; and

WHEREAS, Auckland Uniservices Limited,

a corporation duly organized under and pursuant to the laws of New Zealand,

and having its principal place of business at c/- The University of Auckland, Private bag 92019, Auckland 1, New Zealand

(hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

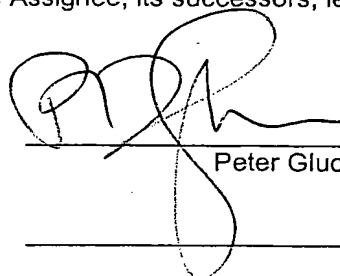
AND the Assignors hereby authorize and request the attorneys of Burns, Doane, Swecker & Mathis, L.L.P. to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Director of the United States Patent and Trademark Office to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

AND the Assignors hereby request the Director of the United States Patent and Trademark Office to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

Date: 12 May 2007

Signature of Assignor



Peter Gluckman

Date: _____

Signature of Assignor

Date: _____

Signature of Assignor

Date: _____

Signature of Assignor

Date: _____

Signature of Assignor

Date: _____

Signature of Assignor

Date: _____

Signature of Assignor

Date: _____

Signature of Assignor

Date: _____

Signature of Assignor

Date: _____

Signature of Assignor



Patent
Attorney's Docket No. 010057-058

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Reissue Patent Application of)	Mail Stop Missing Parts
U.S. Patent No. 5,714,460)	
Peter Gluckman et al.)	Group Art Unit: 1653
Application No.: 10/606,745)	Examiner: Unassigned
Filed: June 27, 2003)	Confirmation No.: 5345
For: IGF-1 TO IMPROVE NEURAL)	
OUTCOME)	

OFFER TO SURRENDER AND ASSENT OF ASSIGNEE

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Genentech, Inc., a corporation duly organized under the laws of California, having a place of business at 1 DNA Way, South San Francisco, California, and the owner of the entire right, title and interest in and to United States Letters Patent No. 5,714,460, granted February 3, 1998, and entitled "IGF-1 TO IMPROVE NEURAL OUTCOME," hereby offers to surrender said Letters Patent and assents to the application for reissue of said Letters Patent filed June 27, 2003.

Respectfully submitted,

GENENTECH, INC.

Date: 1 Nov 2004

By: 

Name:

Title: Timothy R. Schwartz, Ph.D.
Section Patent Counsel
Genentech, Inc.
Authorized Corporate Signatory (6/04)

391281.1



Patent
Attorney's Docket No. 010057-058

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Reissue Patent Application of)	Mail Stop Missing Parts
U.S. Patent No. 5,714,460)	
Peter Gluckman et al.)	Group Art Unit: 1653
Application No.: 10/606,745)	Examiner: Unassigned
Filed: June 27, 2003)	Confirmation No.: 5345
For: IFG-1 TO IMPROVE NEURAL)	
OUTCOME)	

OFFER TO SURRENDER AND ASSENT OF ASSIGNEE

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

NeuronZ Limited, a corporation duly organized under the laws of New Zealand, having a place of business at Level 3, 2-6 Park Avenue, Grafton, Auckland, New Zealand, and the owner of the entire right, title and interest in and to United States Letters Patent No. 5,714,460, granted February 3, 1998, and entitled "IFG-1 TO IMPROVE NEURAL OUTCOME," hereby offers to surrender said Letters Patent and assents to the application for reissue of said Letters Patent filed June 27, 2003.

Respectfully submitted,

NEURONZ LIMITED

Date: 1 November 2004

By: *Paulina Luczynska*
Name: PAULINA LUCZYNSKA
Title: IP MANAGER

**CORPORATE TO CORPORATE
ASSIGNMENT OF PATENTS, APPLICATIONS, AND INVENTIONS**

WHEREAS, Auckland UniServices Ltd. (hereinafter termed "the Assignor"), a New Zealand company having a place of business at a New Zealand company of 70 Symonds Street, Auckland, New Zealand, is the owner of all right title and interest in the following patent applications:

Title:	Compositions and methods to improve neural outcome
Inventors:	Gluckman Williams
Application No. & Publication No.:	PCT/NZ94/00143; WO 95/17204
Attorney Docket No.	NRNZ-1002WO

Title:	Compositions and methods to improve neural outcome
Inventors:	Gluckman Williams
Application No. & Publication No.:	AU 700838
Attorney Docket No.	NRNZ-1002AU

Title:	Compositions and methods to improve neural outcome
Inventors:	Gluckman Williams
Application No. & Publication No.:	NZ 330758
Attorney Docket No.	NRNZ-1002NZ

Title:	Compositions and methods to improve neural outcome
Inventors:	Gluckman Williams
Application No. & Publication No.:	CA 2178711
Attorney Docket No.	NRNZ-1002CA

Title:	Compositions and methods to improve neural outcome
Inventors:	Gluckman Williams
Application No. & Publication No.:	CN 94195037.9

Attorney Docket No.	NRNZ-1002CN
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Title:	Compositions and methods to improve neural outcome
Inventors:	Gluckman Williams
Application No. & Publication No.:	EP 95904702.8
Attorney Docket No.	NRNZ-1002EP

Title:	Compositions and methods to improve neural outcome
Inventors:	Gluckman Williams
Application No. & Publication No.:	JP 517338/95
Attorney Docket No.	NRNZ-1002JP

Title:	Compositions and methods to improve neural outcome
Inventors:	Gluckman Williams
Application No. & Publication No.:	08/656,331
Attorney Docket No.	NRNZ-1002US1

Title:	Compositions and methods to improve neural outcome
Inventors:	Gluckman Williams
Application No. & Publication No.:	08/907,918 (continuation of 08/656,331)
Attorney Docket No.	NRNZ-1002US1 C

Title:	Methods to improve neural outcome
Inventors:	Gluckman, Williams, Guan
Application No. & Publication No.:	US 6,187,906 (application number 09/332,868)
Attorney Docket No.	NRNZ-1002US2

Title:	Regulation of Neural Enzymes
Inventors:	Gluckman, Williams Guan
Application No. & Publication No.:	NZ 299511 NZ 299512

	NZ299513
Filing Date:	4 October 1996
Attorney Docket No.	NRNZ-1003L

Title:	Regulation of Neural Enzymes
Inventors:	Gluckman, Williams Guan
Application No. & Publication No.:	PCT/NZ97/00132; WO98/14202
Attorney Docket No.	NRNZ-1003WO

Title:	Regulation of Neural Enzymes
Inventors:	Gluckman, Williams Guan
Application No. & Publication No.:	AU 743412 CA 2267523 EP 97945108.5 JP 516411/98
Attorney Docket No.	NRNZ-1003

Title:	Neuronal Rescue Agent (Activin)
Inventors:	Peter D. Gluckman, Christopher E. Williams, Dahao Wu, Paul Edmund Hughes, Maggie Lai
Application No. & Publication No.:	US 10/157,542; (continuation of 09/508,897)
Filing Date:	May 28, 2002
Attorney Docket No.	NRNZ-1004US1 DBB

Title:	Neuronal Rescue Agent (Activin)
Inventors:	Peter D. Gluckman, Christopher E. Williams, Dahao Wu, Paul Edmund Hughes, Maggie Lai
Application No. & Publication No.:	09/508,897
Filing Date:	March 21, 2000
Attorney Docket No.	1004US0

Title:	Neuronal Rescue Agent (Activin)
Inventors:	Peter D. Gluckman, Christopher E. Williams, Dahao Wu, Paul Edmund Hughes, Maggie Lai
Application No. & Publication No.:	PCT/NZ98/00139
Attorney Docket No.	1004

Title:	Neuronal Rescue Agent
Inventors:	Peter D. Gluckman, Christopher E. Williams, Dahao Wu, Paul Edmund Hughes, Maggie Lai
Application No. & Publication No.:	AU 738192
Attorney Docket No.	1004

WHEREAS, the Assignor is the joint owner of all right title and interest in the following patent applications:

Title:	IGF-1 to improve neural condition
Inventors:	Gluckman, Williams
Application No. & Publication No.:	US 08/500,273 US 08/460,365 EP 92 917 903.3 CA 2 114 251 <u>Updated status:</u> US 5,714,480; continuation - US 5,861,373 EP 597033 B1
Attorney Docket No.	1030

Title:	TGF-beta to improve neural outcome
Inventors:	Gluckman, Williams
Application No. & Publication No.:	US 08/232,118 US 08/486,448 EP 92 925330.0 CA 2 122 058 JP 509515/1993

	<u>Updated status:</u> US 6,204,240 B1 EP 625050 B1 JP 509515/1993
Attorney Docket No.	1032

WHEREAS, PATENT PROPERTY shall include each and all of the following:

- (a) the foregoing patent applications and the inventions disclosed therein, and all embodiments of such inventions heretofore assigned to ASSIGNOR (all collectively hereinafter termed "said inventions");
- (b) all rights to apply in any and all countries of the world for patents, certificates of invention or other governmental grants on said inventions, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding;
- (c) any and all applications filed and any and all patents, certificates of invention or other governmental grants granted on said inventions in each and every country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications;
- (d) each and every reissue or extension of any of said patents;
- (e) each and every patent claim resulting from a reexamination certificate for any and all of said patents; and
- (f) the right to sue for and all claims for damages, profits or other recovery resulting from infringement, including past infringement, of any of the foregoing.

WHEREAS NeuronZ Ltd. (hereinafter termed "Assignee"), a New Zealand company having a place of business at Level 3, 2-6 Park Avenue, Grafton, Auckland, Country of New Zealand, is to acquire from ASSIGNOR the entire rights, title and interest in and to said Patent Property.

NOW THEREFORE, for good and valuable consideration acknowledged by said ASSIGNOR to have been received in full from said ASSIGNEE:

1. ASSIGNOR hereby sells, assigns, transfers and otherwise conveys to ASSIGNEE, and ASSIGNEE's successors, legal representatives and assigns, the entire right, title, and interest in and to the PATENT PROPERTY.
2. ASSIGNOR further agrees to execute and cause to be executed such additional instruments as may be necessary or desirable to confirm the transfer of rights as herein contemplated, to record the transfer of rights in the United States and throughout the world, and to permit ASSIGNEE, and ASSIGNEE's successors, legal representatives and assigns to enforce the PATENT PROPERTY.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by its duly authorized corporate officer and delivered to ASSIGNEE this 2dth day of December, 2003 in the Country of New Zealand.

Auckland UniServices Ltd.

By: C. Brown

(Signature)

Name: Craig Brown

Title: Chief Financial Officer